

# **Exhibit B**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
RTI HOLDING COMPANY, LLC, <sup>1</sup>	)	Case No. 20-12456
	)	(Jointly Administered)
Debtors.	)	<b>Ref. Docket Nos. 51, 87</b>

**FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) OBTAIN  
POSTPETITION FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361, 362,  
364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), AND 364(e) AND (B) USE  
CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363 AND (II) GRANTING  
ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361, 362, 363,  
AND 364**

Upon the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and (B) Use Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364, and (III) Scheduling Final Hearing* (the “Motion”),<sup>2</sup> (i) seeking entry of a final order (this “Final Order”) and (ii) requesting related relief (collectively, the “Requested Relief”) and the Debtors’

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: RTI Holding Company, LLC (4966); Ruby Tuesday, Inc. (5239); Ruby Tuesday, LLC (1391); RTBD, LLC (6505); RT of Carroll County, LLC (8836); RT Denver Franchise, L.P. (2621); RT Detroit Franchise, LLC (8738); RT Distributing, LLC (6096); RT Finance, LLC (7242); RT FL Gift Cards, Inc. (2189); RT Florida Equity, LLC (7159); RT Franchise Acquisition, LLC (1438); RT of Fruitland, Inc. (1103); RT Indianapolis Franchise, LLC (6016); RT Jonesboro Club (2726); RT KCMO Franchise, LLC (7020); RT Kentucky Restaurant Holdings, LLC (7435); RT Las Vegas Franchise, LLC (4969); RT Long Island Franchise, LLC (4072); RT of Maryland, LLC (7395); RT Michiana Franchise, LLC (8739); RT Michigan Franchise, LLC (8760); RT Minneapolis Franchise, LLC (2746); RT Minneapolis Holdings, LLC (7189); RT New England Franchise, LLC (4970); RT New Hampshire Restaurant Holdings, LLC (7438); RT New York Franchise, LLC (1154); RT Omaha Franchise, LLC (7442); RT Omaha Holdings, LLC (8647); RT One Percent Holdings, LLC (6689); RT One Percent Holdings II, LLC (2817); RT Orlando Franchise, LP (5105); RT Restaurant Services, LLC (7283); RT South Florida Franchise, LP (3535); RT Southwest Franchise, LLC (9715); RT St. Louis Franchise, LLC (6010); RT Tampa Franchise, LP (5290); RT Western Missouri Franchise, LLC (6082); RT West Palm Beach Franchise, LP (0359); RTTA, LP (0035); RTT Texas, Inc. (2461); RTTT, LLC (9194); Ruby Tuesday of Allegany County, Inc. (8011); Ruby Tuesday of Bryant, Inc. (6703); Ruby Tuesday of Columbia, Inc. (4091); Ruby Tuesday of Frederick, Inc. (4249); Ruby Tuesday of Linthicum, Inc. (8716); Ruby Tuesday of Marley Station, Inc. (1641); Ruby Tuesday of Pocomoke City, Inc. (0472); Ruby Tuesday of Russellville, Inc. (1601); and Ruby Tuesday of Salisbury, Inc. (5432). The Debtors’ mailing address is 333 East Broadway Ave., Maryville, TN 37804.

<sup>2</sup> Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the DIP Credit Agreement (as defined below).

pursuant thereto or in connection therewith, the “Pre-Petition Credit Agreement Documents”), among (a) RTI and certain subsidiaries of RTI, as borrowers (in such capacity, the “Pre-Petition Borrowers”), (b) Holdings, as borrower representative (in such capacity, the “Pre-Petition Borrower Representative”), together with certain subsidiaries of RTI as guarantors (collectively, the “Pre-Petition Guarantors”), (c) GSSLG, as administrative agent, collateral agent, and syndication agent (in such capacities, the “Pre-Petition Agent”), (d) GS Bank, as issuing bank (the “Pre-Petition Issuing Bank”), and (e) each lender party thereto (together with Pre-Petition Issuing Bank, collectively, the “Pre-Petition Lenders”, and together with the Pre-Petition Agent, collectively, the “Pre-Petition Secured Parties”), the Pre-Petition Lenders provided term loan commitments, revolving loan commitments and other financial accommodations to, or for the benefit of, the Pre-Petition Borrowers and the Pre-Petition Guarantors (such loans and financial accommodations, the “Pre-Petition Loans”, and such facility, the “Pre-Petition Facility”). As of the Petition Date, the Debtors were jointly and severally indebted to the Pre-Petition Secured Parties in the aggregate principal amount of \$37,912,018.87, consisting of (a) \$26,358,629.31 in the aggregate principal amount of Term Loans (as defined in the Pre-Petition Credit Agreement), (b) \$2,001,555.56 in the aggregate principal amount of Revolving Loans (as defined in the Pre-Petition Credit Agreement), and (c) \$9,551,834.00 in the aggregate principal amount of Existing Letters of Credit (as defined in the Pre-Petition Credit Agreement) (collectively, together with accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys’, financial advisors’, and other professionals’ fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, make-whole premiums, call premiums, yield maintenance premiums, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing that would constitute Obligations (as